

December 08, 2009

CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

0002268436

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

In re

RICHARD ALAN BUTLER AND ELAYNE
JOAN BUTLER,

Debtors.

CHASE HOME FINANCE, LLC, its
assignees and/or successors in interest,

Movant,

vs.

RICHARD ALAN BUTLER AND ELAYNE
JOAN BUTLER, Debtors; and JAMES E.
SALVEN, Chapter 7 Trustee,

Respondents.

Case No. 09-60155

Motion Control No.: SML-1

(Chapter 7)

**ORDER ON MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

Date: December 3, 2009

Time: 1:30 pm

Place: Department A, Courtroom 11
2500 Tulare Street, 5th Floor
Fresno. California

The Motion of CHASE HOME FINANCE, LLC, ("Movant") for relief from the automatic stay, came on regularly for hearing before the Honorable Whitney Rimel, United States Bankruptcy Judge, on December 3, 2009 at 1:30 pm, in Department A, Courtroom 11 of the above-entitled Court. The motion is resolved without oral argument.

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1 **ORDERS, ADJUDGES and DECREES** that the automatic stay of Section 362(a)
2 of the Bankruptcy Code is terminated with respect to the interests of Movant, CHASE HOME
3 FINANCE, LLC, in that certain real property commonly known as **41259 BUTTE WAY, Madera,**
4 **CA 93636** and is legally described on Exhibit "1" attached hereto and incorporated herein by this
5 reference.

6 **IT IS FURTHER ORDERED** that the court determines that this bankruptcy
7 proceeding has been finalized for purposes of Cal. Civil Code § 2923.5 and the enforcement of the
8 note and deed of trust described in the motion against the subject real property.

9 **IT IS FURTHER ORDERED** that attorney fees and costs are denied without
10 prejudice.

11 **IT IS FURTHER ORDERED** that the provisions of Federal Rules of Bankruptcy
12 Procedure Rule 4001(a)(3) shall not apply.
13

Dated:

Dec 08, 2009


United States Bankruptcy Judge

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Madera

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 22 OF TRACT NO. 67, ROLLING HILLS SUBDIVISION NO.3, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MADERA COUNTY, CALIFORNIA, AUGUST 25, 1969 IN VOLUME 8 OF MAPS, AT PAGES 70 AND 71.

Parcel ID Number: 049-271-016

41259 BUTTE WAY

MADERA

("Property Address"):

which currently has the address of

[Street]

[City], California 93636

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for rational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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Initials: JB ETB

Form 3005 1/01

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